* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CS (OS) No.385 of 2007

% Date of decision: 13.11.2007

SOHAN SINGH & SONS (HUF) & ORS. ...PLAINTIFFS

Through: Mr. Pramod K. Dubey &
Ms. Arundhati Katju, Advocates with
Mr. Sohan Singh Anand, P-1.

Versus

M/S. WORLDWIDE IMMIGRATION
CONSULTANCY SERVICES ...DEFENDANT

Through: Mr. R.S. Endlaw,
Mr. Rudreshwar Singh &
Mr. Jayant K. Mehta, Advocates with
Col. V.S. Sandhu, of the Defendant.

CORAM:
HON'BLE MR. JUSTICE SANJAY KISHAN KAUL

1. Whether the Reporters of local papers may be allowed to see the judgment?

2. To be referred to Reporter or not?

3. Whether the judgment should be reported in the Digest?

SANJAY KISHAN KAUL, J. (Oral)

\+ CS (OS) No.385/2007

1. The plaintiffs have filed a suit for recovery of arrears, mesne profits/damages and mandatory injunction in respect of a portion of

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mezzanine floor in DLF Savitri Cinema Complex situated at Greater Kailash-II, New Delhi measuring 3,400 sq.ft. as per site plan annexed as Schedule-I. The defendant is a tenant under the plaintiffs in pursuance to an unregistered lease deed dated 7.12.2000 for a period of nine (9) years. The lease commenced from 20.12.2000 and was to expire on 19.12.2009. The lease provided for an escalation of 15 per cent at the end of every three (3) years.

2. The suit has been occasioned on account of the fact that as per the plaintiffs the defendant is a monthly tenant, in view of the termination of the lease and on account of the fact that the lease is unregistered.

3. The defendant is stated to have filed a suit being CS (OS) No.2189/2007 seeking to enforce rights by specific performance of the terms of the lease agreement.

4. In terms of the order dated 3.7.2007, the suit was listed today for recording of statement under Order 10 Rule 2 CPC and for framing of issues. Shri Sohan Singh Anand, Karta of the HUF, plaintiff No.1 is present in Court as also Col. V.S. Sandhu, Chairman of the defendant for the said purpose. The parties with the assistance of the counsels have settled their disputes and state that they have full authority to do so. The terms of settlement are reproduced hereinunder:

i. The defendant at present is paying a rent of Rs.1,65,324.00. It is agreed that commencing from the month of December 2007, the rent will be paid at an enhanced rate of 25 per cent.

ii. The defendant undertakes to this Court to hand over vacant and peaceful possession of the tenanted premises to the plaintiff on or before 19.12.2009 and not to hand over possession to any third party. This undertaking is accepted by the Court.

iii. The defendant will continue to enjoy the rights under the existing agreement to lease for a period of up to 19.12.2009 without any hindrance from the plaintiffs.

iv. It is open to the parties to negotiate the tenancy at the end of 19.12.2009.

5. The defendant withdraws CS (OS) No.2189/2007.

6. The suit is decreed in the aforesaid terms leaving the parties to bear their own costs.

7. Decree sheet be drawn up accordingly.

8. The parties and the counsels have appended their signatures on the order sheet in token of their acceptance.

IA No.9726/2007 (u/O 12 R 6 CPC)
IA No.12924/2007 (u/O 6 R 17 CPC by the Defendant)

9. The aforesaid applications do not survive for consideration in view of the suit having been compromised and decreed and and are accordingly disposed of.

November 13, 2007
b'nesh

SANJAY KISHAN KAUL, J.